

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		<b>PAGE 1 OF 16</b>	
2. CONTRACT NO.  SPE8E3-19-D-0015		3. AWARD/EFFECTIVE DATE  2019 SEP 15		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY  DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (MRO II) 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Local Admin: Lauren Byrne DJ B0083 		CODE SPE8E3		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB    NAICS: 339999 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)    SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS  Fast Pay Net 15		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  SEE SCHEDULE		CODE		16. ADMINISTERED BY  SEE BLOCK 9 Criticality: PAS : None			
				CODE SPE8E3			
17a. CONTRACTOR/ OFFEROR  SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 155 Passaic Ave FAIRFIELD NJ 07004-3561 USA 		CODE 79343		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
						CODE SL4701	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT
		Award sent EDI, Do not duplicate shipment					
						23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$92,000,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. letter _____ OFFER DATED 2019-Aug-28. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Nate Prattico 		31c. DATE SIGNED 2019 SEP 13	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL    ☐ FINAL

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8E3-19-D-0015	PAGE 3 OF 16 PAGES																																				
<p>Part 12 Clauses Continuation of Blocks 19-24: Schedule of Supplies/Services</p> <p>a. This contract, SPE8E319D0015, constitutes a Bridge Contract, between Science Applications International Corporation (SAIC), and the Defense Logistics Agency - Troop Support, which will continue coverage of a full line of Maintenance, Repair, and Operations (MRO) Tailored Logistics Support Prime Vendor Program (TLS PV) contract,SPE8E314D0001.</p> <p>b. In accordance with 10 U.S.C. 2304(c)(1), the award was made using other than full and open competition.</p> <p>c. Period of performance: The effective date of this contract will be September 15, 2019, and will expire on or before December 14, 2020. This contract may be terminated at any time for the government's convenience pending successful award of a new Tailored Logistics Support Prime Vendor Program contract for the Hawaii region.</p> <p>d. Contract Minimum/Maximum, the Government guarantees that it will order under the resulting contract a quantity of supplies having a minimum dollar value of \$50,000.00. The aggregate of delivery orders issued during contract performance will be applied to the guaranteed minimum. At the time when the aggregate of delivery orders equals or exceeds the guaranteed minimum for the contract, the guaranteed minimum will have been met and the Government's obligations with regard to the guarantee will have been satisfied. The maximum dollar value that can be obligated for the resulting contract is \$92,000,000.00, meaning that the cumulative obligations of all orders placed against the resulting contract cannot exceed \$92,000,000.00.</p> <p>e. Region: The Hawaii region remains the same as that supported by the existing contract.</p> <p>f. Terms and Conditions: The terms and conditions set forth in the original solicitation, SPE8EG14R0003, and awarded contract SPE8E314D0001, as modified to include provisions and clauses, are incorporated herein and are supplemented by those terms and conditions included in this bridge contract [REDACTED]. In the event of any conflicting terms and conditions between the previous award or solicitation and this bridge contract, the terms and conditions contained within this bridge contract will take precedence.</p> <p>g. Reference letter dated August 28, 2019 from Joseph Tomei of SAIC, agreeing that SAIC w [REDACTED]. [REDACTED] Joseph Tomei retains contractual authority on behalf of SAIC.</p> <p>h. Provisions and Clauses. In addition to any existing terms and conditions, any new mandatory provisions or clauses that may not have been in existence prior to this bridge, or any pertinent updates to previously existing provisions and clauses that are deemed necessary by the contracting officer, will accordingly be incorporated by either reference or full text in this document.</p> <p>The following clauses are hereby incorporated by either reference or full text and are applicable to the procurement.</p> <table><tr><th>Clause Number</th><th>Title/Date</th></tr><tr><td>FAR 52.204-13</td><td>System for Award Management Maintenance (Oct 2018)</td></tr><tr><td>FAR 52.204-18</td><td>Commercial and Government Entity Code Maintenance (Jul 2016)</td></tr><tr><td>FAR 52.204-19</td><td>Incorporation by Reference of Representations and Certifications (Dec 2014)</td></tr><tr><td>FAR 52.204-21</td><td>Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)</td></tr><tr><td>FAR 52.204-23</td><td>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)</td></tr><tr><td>FAR 52.204-24</td><td>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)</td></tr><tr><td>FAR 52.204-25</td><td>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)</td></tr><tr><td>DFARS 252.204-7000</td><td>Disclosure of Information (Oct 2016)</td></tr><tr><td>DFARS 252.204-7012</td><td>Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)</td></tr><tr><td>DFARS 252.204-7015</td><td>Notice of Authorized Disclosure of Information for Litigation Support (May 2016)</td></tr><tr><td>DFARS 252.209-7004</td><td>Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)</td></tr><tr><td>FAR 52.211-15</td><td>Defense Priority and Allocation Requirement (Apr 2008)</td></tr><tr><td>FAR 52.212-4</td><td>Contract Terms and Conditions -- Commercial Items (Oct 2018)</td></tr><tr><td>FAR 52.212-5</td><td>Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (Aug 2019)</td></tr><tr><td>FAR 52.213-1</td><td>Fast Payment Procedure (May 2006)</td></tr><tr><td>FAR 52.222-20</td><td>Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)</td></tr><tr><td>FAR 52.222-50</td><td>Combating Trafficking in Persons (Jan 2019)</td></tr></table>			Clause Number	Title/Date	FAR 52.204-13	System for Award Management Maintenance (Oct 2018)	FAR 52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. 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<p>FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)</p> <p>FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification (Aug 2018)</p> <p>DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2016)</p> <p>DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies (DEC 2018)</p> <p>DFARS 252.225-7012 Preference for Certain Domestic Commodities (Dec 2017)</p> <p>DFARS 252.225-7021 Trade Agreements - Basic (Dec 2017)</p> <p>DFARS 252.225-7048 Export Controlled Items (Jun 2013)</p> <p>DFARS 252.226-7001 Utilization of Indian Organizations and Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019)</p> <p>FAR 52.232-11 Extras (Apr 1984)</p> <p>FAR 52.232-17 Interest (May 2014)</p> <p>FAR 52.232-39 Unenforceability of Unauthorized Obligation (Jun 2013)</p> <p>FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)</p> <p>DFARS 252.232-7006 Wide Area Workflow Payment Instructions (Dec 2018)</p> <p>FAR 52.233-2 Service of Protest (Sep 2006)</p> <p>FAR 52.233-9001 Disputes - Agreement to Use Alternative Dispute Resolution (ADR) (Dec 2016)</p> <p>DFARS 252.243-7001 Pricing of Contract Modifications (Dec 1991)</p> <p>DFARS 252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations (Oct 2010)</p> <p>FAR 52.247-34 F.O.B Destination (Nov 1991)</p> <p>FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)</p> <p>FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)</p> <p>FAR 52.253-1 Computer Generated Forms (Jan 1991)</p> <p>i. The procurement notes and supplemental language located at the bottom of this document are also applicable to this acquisition. Procurement notes can be found at <a href="http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx">http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx</a></p> <p>Provisions and Clauses</p> <p>FAR 52.212-4, Contract Terms and Conditions --Commercial Items (Oct 2018)</p> <p>FAR 52.212-4 is hereby incorporated in this resultant contract by reference. Its full text may be accessed electronically at <a href="https://www.acquisition.gov/far/index.html">https://www.acquisition.gov/far/index.html</a>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.</p> <p>Addendum to 52.212-4:</p> <p>The following paragraph of 52.212-4 are amended as indicated below:</p> <p>Addendum to FAR 52.212-4 (t), System for Award Management Add the following paragraph:</p> <p>(a) Definitions.</p> <p>"System for Award Management (SAM) database" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes.</p> <p>"Commercial and Government Entity (CAGE) Code" means --</p> <p>(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity; or</p> <p>(2) An identifier assigned by a member of the North Atlantic Treaty Organization or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.</p> <p>"Unique Entity Identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <a href="http://www.sam.gov">www.sam.gov</a> for the designated entity for establishing unique entity identifiers.</p>		

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<p>"Registered in the System for Award Management database" means that --</p> <p>(1)The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Contractor and Government Entity (CAGE) code, as well as date required by the Federal Funding Accountability and Transparency Act of 2006, into the SAM database;</p> <p>(2)The Offeror has completed the Core Data, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;</p> <p>(3)The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Offeror will be required to provide consent for TIN validation to the Government as part of the SAM registration process.</p> <p>(4) The Government has marked the record "Active".</p> <p>FAR 52.213-1, Fast Payment Procedure, is also included. Application of Fast Payment to Part 12 Acquisitions applies and is hereby incorporated by reference. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government. Fast Pay only applies to Delivery Orders valued under \$100,000.00.*</p> <p>*Bridge contract SPE8E319D0015 is a continuation of base contract SPE8E314D0001 which included Fast Payment Procedures for delivery orders up to \$100,000.00</p> <p>FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Aug 2019)</p> <p>(a)The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p>(1)52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).</p> <p>(2)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).</p> <p>(3)52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)</p> <p>(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).</p> <p>52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).</p> <p>(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p>[Contracting Officer check as appropriate.]</p> <p>X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).</p> <p>X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).</p> <p>(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).</p> <p>X(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).</p> <p>(5) [Reserved]</p> <p>(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).</p> <p>(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).</p> <p>X(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).</p> <p>X(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).</p> <p>(10) [Reserved]</p> <p>(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Jan 2019) (15 U.S.C. 657a).</p> <p>(ii) Alternate I (Nov 2011) of 52.219-3.</p> <p>(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).</p> <p>(ii) Alternate I (Jan 2011) of 52.219-4.</p> <p>(13) [Reserved]</p>		

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(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).  
(ii) Alternate I (Nov 2011).  
(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jan 2019) (15 U.S.C. 644).  
(ii) Alternate I (Oct 1995) of 52.219-7.  
(iii) Alternate II (Mar 2004) of 52.219-7.

X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).  
(ii) Alternate I (Nov 2016) of 52.219-9.  
X\_ (iii) Alternate II (Nov 2016) of 52.219-9.  
(iv) Alternate III (Nov 2016) of 52.219-9.  
(v) Alternate IV (Aug 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Jan 2019) (15 U.S.C. 637(a)(14)).

X\_ (20) 52.219-16, Liquidated Damages --Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Jan 2019) (15 U.S.C. 657f).

X\_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Jan 2019) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Jan 2019) (15 U.S.C. 637(m)).

X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X\_ (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X\_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).  
(ii) Alternate I (Feb 1999) of 52.222-26.

X\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).  
(ii) Alternate I (July 2014) of 52.222-35.

X\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).  
(ii) Alternate I (July 2014) of 52.222-36.

X\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X\_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).  
(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E. O. 13693).

X\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E. O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)  
(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).  
(ii) Alternate I (Jun 2014) of 52.223-14.

X\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).  
(ii) Alternate I (Jun 2014) of 52.223-16.

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\_X(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

(45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
(ii) Alternate I (May 2014) of 52.225-3.  
(iii) Alternate II (May 2014) of 52.225-3.  
(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X(55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer --Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_X(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).  
(ii) Alternate I (Apr 2003) of 52.247-64.  
(iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]  
(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)  
(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67)).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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(d)Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1)The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2)The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3)As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i)52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii)52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv)52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v)52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi)52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii)52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii)52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix)52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x)52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii)52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv)52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi)52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii)52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(B) Alternate I (Jan 2017) of 52.224-3.

(xx)52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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<p>(xxi)52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xxii)52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>PROCUREMENT NOTES</p> <p>C01 Superseded Part Numbered Items (SEP 2016) If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.</p> <p>C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016) The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLADMSMS at dsc.dmsms@dla.mil.</p> <p>C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016) (1)By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract. (2)At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. (3)Examples of acceptable supply chain traceability documentation can be found at: <a href="http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/">http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/</a> (4)The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.</p> <p>C06 Surge and Sustainment (S&amp;S) Requirements (FEB 2017) (1) Definitions. "Surge and sustainment (S&amp;S)" means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements. S&amp;S quantities are identified as MWR, D1-D6 schedule, or a surge quantity event. "Capability Assessment Plan (CAP)" means the offeror's plan for covering S&amp;S requirements, identification of competing priorities for the same resources, and date when the S&amp;S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&amp;S items are identified in the solicitation. If the offeror cannot meet S&amp;S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions, to include a proposed Government investment strategy to help offset the shortfall if needed. "Electronic CAP, or eCAP" means an electronic version of the CAP that the offeror can complete online. The web address and instructions for completing the eCAP are provided in the solicitation. (2)The contractor must maintain its S&amp;S capability to produce and deliver the S&amp;S quantity identified in Section C in accordance with the approved capability assessment plan (CAP) throughout the contract performance period. The contractor must participate in any S&amp;S testing and verification requested by the Government. The contractor agrees to support S&amp;S requirements to the maximum extent practical prior to achieving full S&amp;S capability required in Section C and the CAP; and for requirements exceeding those required in Section C and the CAP but not exceeding any applicable contract maximum quantity or contract value required in FAR 52.216-19. Changes that negatively impact S&amp;S capability must be reported in writing to the contracting officer within ten (10) working days after the contractor becomes aware of the impact. The notification must include a revised S&amp;S CAP containing proposed corrective actions and date when the S&amp;S capability will be attained. (3)The Government reserves the right to verify and test the S&amp;S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&amp;S capability. (4)If requested by the Government, the contractor must be prepared to provide a plan to participate in S&amp;S validation</p>		

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<p>and testing to verify the S&amp;S capability described in the CAP. Participation in S&amp;S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&amp;S validation generally entails verifying if the contractor and subcontractors have (a) sufficient equipment, facilities, personnel, stock, prepositioned raw materials, production capabilities, and base resources; (b) agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing); (c) transportation services to accommodate the S&amp;S requirements in the contract; (d) examination of any in-house work; (e) review of the stock rotation plan; and (f) other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is not required to be included in the offeror's proposal. Offerors are encouraged to consider the possibility of the Government requesting this participation when formulating the proposal.</p> <p>C08 Tailored Logistics Support Purchasing Reviews (FEB 2017)</p> <p>(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.</p> <p>(2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/noncompetitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:</p> <p>(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.</p> <p>(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.</p> <p>(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already prepriced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.</p> <p>(4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the "Disputes" clause of this contract.</p> <p>C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017) The Government may correct packaging or labeling deficiencies if the estimated costs of the corrections are \$300 or less (\$500 for C&amp;T items). The contracting officer will advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies. If the estimated costs of repackaging or relabeling are more than \$300 (\$500 for C&amp;T), the contracting officer may advise the contractor of the discrepancy and have the material returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.</p> <p>G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017) Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when</p>		

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<p>submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.</p> <p>L31 Additive Manufacturing (JUN 2018)</p> <p>(1) Additive manufacturing (AM) is a process of joining materials to make objects from three-dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.</p> <p>(2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeree proposing to supply an AM-produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.</p> <p>(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.</p> <p>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS</p> <p>(a) Definitions. As used in this clause-</p> <p>"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.</p> <p>"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.</p> <p>"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.</p> <p>"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.</p> <p>"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.</p> <p>"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.</p> <p>"Covered defense information" means unclassified information that -</p> <p>(i) Is --</p> <p>(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or</p> <p>(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and</p> <p>(ii) Falls in any of the following categories:</p> <p>(A) Controlled technical information.</p> <p>(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).</p> <p>(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.</p> <p>(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).</p> <p>"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.</p> <p>"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.</p> <p>"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.</p> <p>"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.</p> <p>"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.</p> <p>"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.</p> <p>"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical</p>		

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<p>orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.</p> <p>(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall -</p> <p>(1) Implement information systems security protections on all covered contractor information systems including, at a minimum -</p> <p>(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government -</p> <p>(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and</p> <p>(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or</p> <p>(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause -</p> <p>(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <a href="http://dx.doi.org/10.6028/NIST.SP.800-171">http://dx.doi.org/10.6028/NIST.SP.800-171</a> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at <a href="mailto:osd.dibcsia@mail.mil">osd.dibcsia@mail.mil</a>, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or</p> <p>(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and</p> <p>(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.</p> <p>(c) Cyber incident reporting requirement.</p> <p>(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall --</p> <p>(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and</p> <p>(ii) Rapidly report cyber incidents to DoD at <a href="http://dibnet.dod.mil">http://dibnet.dod.mil</a>.</p> <p>(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <a href="http://dibnet.dod.mil">http://dibnet.dod.mil</a>.</p> <p>(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <a href="http://iase.disa.mil/pki/eca/Pages/index.aspx">http://iase.disa.mil/pki/eca/Pages/index.aspx</a>.</p> <p>(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.</p> <p>(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.</p> <p>(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.</p> <p>(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.</p> <p>(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.</p> <p>(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD -</p> <p>(1) To entities with missions that may be affected by such information;</p> <p>(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;</p> <p>(3) To Government entities that conduct counterintelligence or law enforcement investigations;</p> <p>(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or</p> <p>(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract</p>		

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<p>that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.</p> <p>(j)Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.</p> <p>(k)The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.</p> <p>(l)Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.</p> <p>(m)Subcontracts. The Contractor shall -  (1)Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and  (2)When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <a href="http://dibnet.dod.mil">http://dibnet.dod.mil</a> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.  (End of clause)</p> <p>252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS  As prescribed in 232.7004(b), use the following clause:</p> <p>(a)Definitions. As used in this clause-  "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization. "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).  "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.</p> <p>(b)Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.</p> <p>(c)WAWF access. To access WAWF, the Contractor shall-  (1)Have a designated electronic business point of contact in the System for Award Management at <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>; and  (2)Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.</p> <p>(d)WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a></p> <p>(e)WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.</p> <p>(f)WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:  (1)Document type. The Contractor shall use the following document type(s).  Invoice and Receiving Report Combo  (2)Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.  Destination  (3)Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system. Routing Data Table*</p> <p>Field Name in WAWFData to be entered in WAWF  Pay Official DoDAACSL4701  Issue By DoDAACSPE8E3  Admin DoDAACSPE8E3  Inspect By DoDAAC  Ship To Code  Ship From Code  Mark For Code  Service Approver (DoDAAC)  Service Acceptor (DoDAAC)  Accept at Other DoDAAC  LPO DoDAAC  DCAA Auditor DoDAAC</p>		
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Other DoDAAC(s)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back- up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Nate.prattico@dla.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

dscpwawfteam@dla.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> +

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

The below listed clauses are hereby incorporated in their entirety into this contract in order to implement the requirements of various statutes, executive orders, and regulations set forth in FAR Subpart 22.4, which prescribe labor standards requirements for contracts involving construction, alteration, or repair of public buildings and public works:

FAR 52.222-5, Construction Wage Rate Requirements-Secondary Site of the Work

FAR 52.222-6, Construction Wage Rate Requirements

FAR 52.222-7, Withholding of Funds

FAR 52.222-8, Payrolls and Basic Records

FAR 52.222-9, Apprentices and Trainees

FAR 52.222-10, Compliance with Copeland Act Requirements.

FAR 52.222-11, Subcontracts (Labor Standards)

FAR 52.222-12, Contract Termination-Debarment

FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations

FAR 52.222-14, Disputes Concerning Labor Standards

FAR 52.222-15, Certification of Eligibility

The Construction Wage Requirements Statute, formerly known as the Davis-Bacon Act, Wage Determination for Hawaii (Attachment 1 - General Decision Number HI170001 dated 06/30/2017) is hereby incorporated into SPE8E3-19-D-0015.

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Form

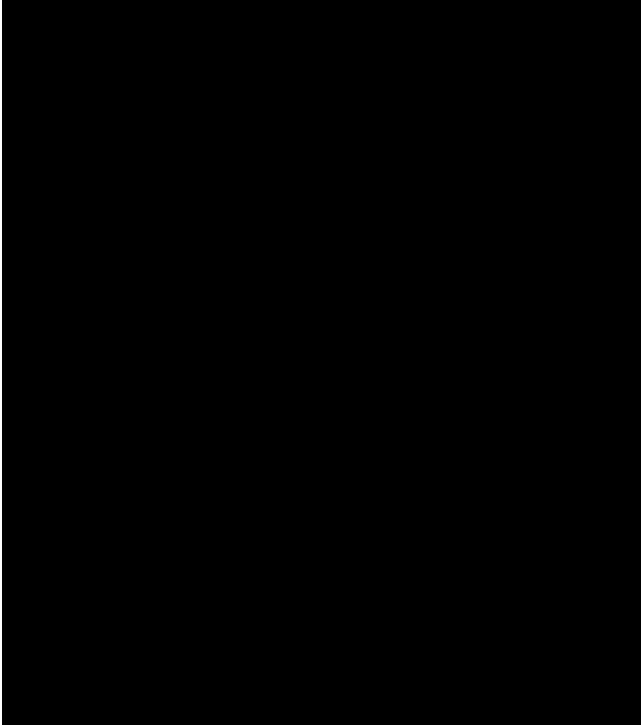
DISTRIBUTION FEE TIER MATRIX SPE8E319D0015

Tier	Total Acquisition Price Per Order
1	< \$10.00
2	\$10.00-\$24.99
3	\$25.00-\$49.99
4	\$50.00-\$99.99
5	\$100.00-\$249.99
6	\$250.00-\$499.99
7	\$500.00-\$749.99
8	\$750.00-\$999.99
9	\$1,000.00-\$2,499.99
10	\$2,500.00-\$4,999.99
11	\$5,000.00-\$7,499.99
12	\$7,500.00-\$9,999.99
13	\$10,000.00-\$24,999.99
14	\$25,000.00-\$49,999.99
15	\$50,000.00-\$74,999.99
16	\$75,000.00-\$99,999.99
17	\$100,000.00-\$249,999.99
18	\$250,000.00-\$499,999.99
19	\$500,000.00-\$999,999.99
20	> or = \$1,000,000.00

DPW INDUSTRIAL STORES' MONTHLY RATE

Form (CONTINUED)

Bridge Contract SPE8E319D001 DPW Industrial Stores' Monthly rate for the 15 month period of performance is as follows:

Pricing Period:	
Storefront Material Handlers (3)	
Storefront Manager	
Director of Storefront Operations	
Storefront Clerks (2)	
Inventory Assistant	
Subtotal	
DLA Cost Recovery Rate (3.9%)	
Total	
Monthly Rate:	

Attachments

List of Attachments

File Name	Description
ATTACH_SPE8E319D015_Signed	SPE8E319D0015 - signed.pdf